

Terms and Conditions for Embedded Software

1. Scope, Subject Matter, Order of Priority

- 1.1 These Terms and Conditions for Embedded Software ("**Terms and Conditions**") only apply to business transactions with companies, legal entities under public law and special funds under public law.
- 1.2 Subject Matter of the Terms and Conditions are the following contract items ("**Contract Items**") provided by Vector Informatik GmbH ("**Vector**") to the customer in connection with embedded software for microcontrollers or processors in control units ("**Embedded Software**") and/or generation tools, to the extent that Vector has provided them together with the Embedded Software ("**Embedded Tools**"; Embedded Software and Embedded Tools collectively "**Vector Software**"):
 - 1.2.1 Provision and licensing of Vector Software that has not been developed specifically for the customer ("**Standard Software**");
 - 1.2.2 Maintenance of Standard Software;
 - 1.2.3 Modification and/or enhancement of Standard Software ("**Modified Standard Software**");
 - 1.2.4 Development of Vector Software that is neither Standard Software nor Modified Standard Software ("**Project Software**");
 - 1.2.5 Consulting, review, coaching, commissioning, integration and/or other services with respect to Vector Software ("**Services**").
- 1.3 The Contract Items shall be governed exclusively by the Terms and Conditions of Vector. The customer's standard terms and conditions of business shall only apply to the extent that Vector has expressly consented to them in writing; this requirement of consent shall in particular also apply even if Vector provides the Contract Items without reservation despite being aware of the customer's terms and conditions of business.
- 1.4 The specific content and scope of the Contract Items as well as the remuneration payable for them will be set forth in the Individual Contract. "**Individual Contract**" means any mutually corresponding declarations, made expressly or impliedly, insofar as they relate to the Contract Items. Individual Contracts are formed, in particular, but not limited to, through offer(s) and/or order confirmation(s) on the one hand and the corresponding order(s) on the other.
- 1.5 Unless these Terms and Conditions expressly provide otherwise, in the event of any inconsistencies between these Terms and Conditions and the provisions of the Individual Contract, the following order of precedence shall apply, whereby the first-mentioned contractual part shall take precedence over the contractual parts mentioned thereafter:
 - (1) The Individual Contract;
 - (2) These Terms and Conditions.

2. Quality, Intended Use, Test Obligation

- 2.1 The agreed quality of the Vector Software is exclusively determined by the technical specifications described in the Individual Contract. Vector provides the Embedded Software as source code and the Embedded Tools as executable files. The Vector Software is only suitable for series use in a vehicle or other system of the customer (collectively "**Customer System**")

if this is expressly agreed in the Individual Contract. A defect-free Customer System is the prerequisite for the Vector Software to have the agreed quality and suitability.

- 2.2 Unless the parties have expressly agreed that the Vector Software must be suitable for use in series production, the Vector Software shall only be used for prototype applications for customer's evaluation and/or development purposes ("**Non-Series Software**"). In this case, customer and Vector do not agree on any specific quality for the use of the Non-Series Software in series production, nor do they expect the Non-Series Software to be suitable for use in series production. The customer acknowledges that Non-Series Software, although basically functional, has not been sufficiently tested and/or verified for purposes other than evaluation or development; this shall apply regardless of whether or not it is integrated in the Customer System. In particular, Non-Series Software may behave unpredictably and may not provide all functions and/or meet all quality requirements which are necessary according to the state of the art in science and technology to ensure safe use.
- 2.3 It is the sole responsibility and risk of the customer to test the Vector Software and its interactions with the parameterization, configuration and/or other software used by the customer for the Vector Software, the Customer System as well as the environmental and other conditions to which the Customer System possibly may be exposed, according to the state of the art in science and technology. This applies in particular before using the Vector Software in areas that pose a risk to life, limb or property or that could lead to considerable financial losses.

3. Legal Requirements

The Embedded Software is highly configurable and provides a variety of interfaces. Therefore, it is possible that certain configurations and deployment scenarios that are planned, foreseen and/or determined by customer may not comply with applicable laws, statutes, regulations and/or standards, including but not limited to motor vehicle emission, IT security and/or data protection standards (collectively "**Legal Requirements**"). It is customer's sole responsibility (i) to configure and use the Embedded Software and its interfaces in such a way that the implementation and use of the Embedded Software complies with all applicable Legal Requirements, as amended from time to time, and (ii) to take all measures required by such Legal Requirements for the operation and placing on the market of the Customer System in which the Embedded Software is implemented, including, but not limited to, obtaining approvals under regulatory procedures required by Legal Requirements.

4. Rights of Use, Intellectual Property

4.1 Rights of Use for Standard Software

- 4.1.1 Subject to Section 4.3, Vector grants to the customer the non-exclusive, perpetual and worldwide right to use the Standard Software agreed in the Individual Contract according to the licence validity specified therein and, if so agreed in the Individual Contract, to have it used by its group companies (as defined in Section 18 German Stock Corporation Act (*Aktiengesetz* – *AktG*)). This includes the right to use and reproduce the Embedded Tools and the Documentation, to the extent that this is required for the contractual use of the associated Embedded Software, and the right to (a) reproduce and modify the Embedded Software, (b) link the object code compiled from the source code of the Embedded Software and to integrate such object code in control units covered by the license validity ("**Licensed Control Units**"), and (c) if it is not Non-Series-Software, to distribute the object code of the Embedded Software as an integral part of the Licensed Control Units.

- 4.1.2 The customer may have the rights stated in Sections 4.1.1 (a) and (b) exercised by Customer Contractors for a limited period of time and for the specific purpose of using the Embedded Software in source code and/or object code for the development of the Licensed Control Units. **“Customer Contractors”** means third parties who (a) have been engaged by the customer for the purpose of performing services; (b) are subject to confidentiality obligations that are as restrictive as those agreed between the customer and Vector; (c) are not competitors of Vector; and (d) have been bound by the customer to destroy or return to the customer the Embedded Software after performance of the services. **“Competitors”** are companies that offer products or services, which in terms of their characteristics and intended use, are from a purchaser’s perspective substantially interchangeable with products or services offered by Vector, or that would easily be able to become a supplier of such products or services within a short period of time.
- 4.1.3 The customer may not transfer the acquired right of use to a third party without Vector's prior written consent. Vector will not refuse consent contrary to good faith, if (a) the Standard Software is transferred for the first time; (b) the customer ceases use of the Standard Software and deletes all copies of the Standard Software; and (c) the third party accepts all restrictions agreed between the customer and Vector in writing to Vector.
- 4.1.4 In the case of merger and acquisition transactions (**“M&A Transactions”**), including, but not limited to, mergers or acquisitions of companies, the customer shall renegotiate an increase in the license fee for the Standard Software with Vector if the customer's sales of products containing the respective Standard Software increases by at least 10%. For this purpose, the relevant sales at any point in time after the M&A Transaction shall be compared with the relevant sales at the time the M&A Transaction takes effect. Subsequent to an M&A Transaction, the customer shall, upon Vector's request, which may be submitted at any time, inform Vector in writing whether or not relevant sales have increased by at least 10%. To the extent that the customer is permitted to have the Standard Software used by its group companies, this Section 4.1.4 shall also apply to M&A Transactions involving group companies, subject to the proviso that in calculating the increase in sales, Vector may take into account not only the customer's sales but also the sales of any other group company.
- 4.2 Subject to Section 4.3, Vector grants to the customer the following rights of use in relation to other Contract Items:
 - 4.2.1 With respect to Modified Standard Software, the same rights as are granted for the Standard Software that is the subject of the modification and/or enhancement;
 - 4.2.2 With respect to Project Software, the non-exclusive, non-transferable, worldwide and perpetual right to use those results that arise during the development and fall under the subject matter of the respective Individual Contract, for its own purposes as it sees fit;
 - 4.2.3 With respect to the results of Services, the non-exclusive, non-transferable, worldwide and perpetual right to use these results to the extent necessary for the use of the Vector Software that is the subject of the Services.
- 4.3 In the event of inconsistencies, this Section 4.3 shall take precedence over the other Terms and Conditions and over the Individual Contract; Section 1.5 does not apply in this respect:
 - 4.3.1 The customer may use the Vector Software based on AUTOSAR Specifications and/or AUTOSAR Software Implementations only for Automotive Applications and/or Derived Applications. **“Automotive Applications”** means use-cases related to engine-powered, land-based, non-railed vehicles, such vehicles intended for primary transportation purposes. **“Derived Applications”** means use-cases that are neither an Automotive Application nor in a field of use of products or services that falls into the categories of ultra-hazardous activities

including, but not limited to, aerospace and aviation, nuclear power, chemical and/or biological reactors, petrochemical industry or military (except for military marine transportation vessels).

- 4.3.2 The Contract Items may contain open-source software and/or other software not developed by Vector (collectively "**Third-Party Software**"), which is subject to specific license terms ("**Third-Party Terms**"). To the extent required by the Third-Party Terms, the Third-Party Terms shall, in the event of any inconsistencies, apply in addition to and take precedence over the Terms and Conditions and the Individual Contract. In this case, Vector will make reference to the Third-Party Software and the applicable Third-Party Terms and will provide the Third-Party Terms together with the Contract Items or make them otherwise available to the customer.

4.4 Protection of Intellectual Property

- 4.4.1 Vector reserves all intellectual property rights, without restrictions, in technical specifications, drawings and other documents provided by Vector (collectively "**Documentation**"), the Vector Software, the trade secrets contained in the Documentation and the Vector Software, and the know-how underlying the Documentation and the Vector Software.
- 4.4.2 To the extent that the customer modifies or otherwise reworks the Embedded Software, and if this results in intellectual property rights for the customer, the customer shall not assert such rights resulting from the reworking against Vector, so that Vector is not restricted in its own further development of the Embedded Software.
- 4.4.3 The customer may use the Documentation and the Vector Software, in whatever form, and make it available to third parties only to the extent that this is expressly agreed in the Individual Contract and these Terms and Conditions. In particular, the customer shall not reverse engineer, decompile or disassemble the Vector Software, and the customer shall refrain from removing or altering any copyright notices and from creating and/or developing Competing Products using the Vector Software or the know-how embodied therein. "**Competing Products**" are products which from a buyer's point of view are substantially interchangeable with the products offered by Vector in terms of characteristics and intended use. This Section 4.4.3 shall not apply if mandatory law stipulates otherwise.
- 4.4.4 The customer shall protect the Vector Software, the Documentation and the underlying know-how by appropriate measures of secrecy, in particular against unauthorized use and inspection. The customer shall in particular (a) store the Vector Software only on its own systems; (b) protect the Vector Software against unauthorized access; (c) ensure that the Vector Software is accessible only to persons with a strict need for the Vector Software in order to carry out its contractual stipulated use and who are permitted to use the Vector Software due to the rights of use granted by Vector to the customer; and (d) ensure that license protection is not circumvented by technical measures.
- 4.4.5 To the extent that the customer is entitled to make the Vector Software available for use to group companies and/or Customer Contractors, the provisions of Section 4.4 shall apply accordingly to such group companies and Customer Contractors, and the customer shall ensure compliance with these provisions by entering into appropriate agreements with such group companies and Customer Contractors and shall be liable for their acts or omissions.

5. Additional Provisions for Maintenance of Standard Software and for Services

- 5.1 Maintenance of Standard Software will only be provided for the latest version provided by Vector for series production use.
- 5.2 In other regards, the content and scope of the maintenance and Services is detailed in the Individual Contract.

6. Additional Provisions for Modified Standard Software and Project Software

To the extent that the Contract Items involve Modified Standard Software or Project Software, the provisions under this Section 6 shall additionally apply to such Modified Standard Software or Project Software.

- 6.1 Both parties should each appoint a contact person who can make or bring about decisions promptly and provide all necessary information. The contact persons should always be involved insofar as this is required for the contractual performance of the Contract Items.
- 6.2 Vector shall carry out the Contract Items in accordance with the agreed technical specifications (e.g., Project Proposal; *Pflichtenheft*), taking into account the requirements specifications (*Lastenheft*) on which the technical specifications (*Pflichtenheft*) are based. The most recently agreed version of the technical specifications (*Pflichtenheft*) shall be authoritative. If the Contract Item consists solely of the preparation or amendment of the technical specifications (*Pflichtenheft*), Vector shall be entitled to invoice such Contract Item on a time-and-material basis according to Vector's applicable hourly rates as amended from time to time.
- 6.3 The Contract Items shall be performed at Vector. The Contract Items will be carried out at the customer's premises if it is necessary for their performance in conformance with the Individual Contract.
- 6.4 The customer shall provide reasonable support to Vector in the performance of the Contract Items; the customer shall in particular provide Vector promptly with all necessary information.
- 6.5 Insofar as the parties intend to organize the Contract Items in an agile project management framework, they will enter into supplementary project-specific agreements on agile software programming.
- 6.6 Modification of agreed Contract Items
 - 6.6.1 If the customer wishes to extend or otherwise modify any of the already agreed Contract Items, Vector will agree to such modification to the extent that this is reasonable for Vector. In this case, Vector shall be entitled to demand a reasonable adjustment of the Individual Contract, in particular an increase of the compensation and/or a postponement of agreed deadlines, unless the implementation of the change does not affect the Individual Contract.
 - 6.6.2 Modifications to already agreed Contract Items and the adjustment of the Individual Contract shall be made in writing. If the customer makes a verbal request for modification, Vector may require customer to confirm such request in writing, or Vector may itself confirm the request for modification in writing. Vector's wording shall be binding, unless the customer promptly objects in writing.
- 6.7 Acceptance
 - 6.7.1 The customer shall inspect the contractual conformity of the Contract Items and shall declare acceptance in writing if they are in substantial conformity with the Individual Contract. Unless agreed otherwise, the period for carrying out such inspection shall be 2 (two) weeks from the time when Vector makes the respective Contract Item available to the customer for acceptance.
 - 6.7.2 The Contract Items shall be deemed to have been accepted if the customer does not report any defects which substantially diminish the usability of the Contract Items by the end of the inspection period plus an additional 1 (one) week.

- 6.7.3 Insofar as partial performance is agreed, each performance part shall be accepted separately. The interaction of all performance parts shall be inspected during the acceptance test for the last partial performance.

7. Claims for Defects (*Mängelansprüche*)

- 7.1 A prerequisite for the assertion of customer's claims for defects against Vector is that the defect (i) is not located in Vector Software that has not been released by Vector for use in series production, (ii) is not located in Vector Software that the customer has modified, unless the same defect would have existed even without the modification made by the customer, (iii) existed at the time of the Passing of the Risk, (iv) was not caused by other components of the Customer System, (v) is reproducible, and (vi) has been reported in writing (e.g., by e-mail) by the customer to Vector immediately upon discovery, stating the information relevant for the detection of the defect. **"Passing of the Risk"** means the time of provision or, if the law provides for acceptance or if acceptance is contractually agreed, the time of acceptance of the respective Contract Item.
- 7.2 Vector provides warranty and assumes liability only for the use of the Vector Software on the compiler versions and/or derivatives agreed with the customer and documented in Vector's delivery description.
- 7.3 To the extent that Vector is obligated to subsequent performance (*Nacherfüllung*), the following shall apply:
- 7.3.1 Vector will provide subsequent performance (*Nacherfüllung*) either by remedying the defect (**"Remedy"**) or, at Vector's reasonable discretion, by providing Contract Items which are free from defects (**"Replacement"**; Remedy and Replacement collectively **"Subsequent Performance"** (*Nacherfüllung*)).
- 7.3.2 If Vector Software is not executable due to defects, and if this prevents the use of the Vector Software in series production at the customer's site, Vector will, upon customer's request, provide a workaround solution before final Subsequent Performance (*Nacherfüllung*). Vector will remedy any other defects in the Vector Software by delivering an update, bug fix or other measures at the time scheduled by Vector for proper version maintenance.
- 7.3.3 In case of defective Third-Party Software, Vector will be obliged to Subsequent Performance (*Nacherfüllung*) only to the extent that updates, bug fixes or other measures for the Subsequent Performance (*Nacherfüllung*) are available to Vector and Vector is authorized to pass on such measures to the customer.
- 7.4 The limitation period for claims for defects (**"Warranty Period"** (*Gewährleistungsfrist*)) is (a) 24 (twenty-four) months from the date of Passing of the Risk; or (b) the duration of the statutory period if this period cannot be shortened by contract.
- 7.5 In the event of Remedy or Replacement, the Warranty Period shall not be restarted or extended. However, the Warranty Period will not end before the expiry of one year after the date of Remedy or Replacement (**"Suspension of Expiry"**). The Suspension of Expiry shall not apply (a) to a Contract Item if a Remedy or Replacement has already been made for the respective Contract Item; and (b) in case of a Remedy for parts of the respective Contract Item which have not been remedied.
- 7.6 Section 7.5 shall not apply to liability for (a) damage to the customer arising from customer's injury to life or limb or customer's damage to health, which is caused by a negligent or intentional breach of duty by Vector or one of its legal representatives (*gesetzliche Vertreter*) or vicarious agents (*Erfüllungsgehilfen*); (b) for other damage to the customer, which is caused

by an intentional or grossly negligent breach of duty by Vector or one of its legal representatives (*gesetzliche Vertreter*) or vicarious agents (*Erfüllungsgehilfen*).

- 7.7 Vector shall be entitled to claim compensation from the customer for the expenses incurred by Vector, to the extent that Vector has acted on the basis of a notice of defect submitted by the customer, if the customer fails to prove that the requirements for a claim for defects are met.

8. Confidentiality

The customer is obliged to take all necessary measures to prevent third parties from gaining knowledge of the know-how underlying the Vector Software and/or the Documentation or of the data and other information relating thereto (collectively “**Confidential Information**”) and to maintain the confidentiality of the Confidential Information. The term “**third party**” does not include customer’s group companies and Customer Contractors, to the extent that they are authorized to use the Vector Software. The confidentiality obligations under this Section 8 shall not apply to information that must be disclosed in order to comply with mandatory law or a binding court or governmental order provided that the customer, to the extent permitted by law, immediately notifies Vector of such disclosure. In this case, only that part of the information that must be disclosed may be disclosed, and the customer shall take appropriate measures to limit disclosure as far as legally permissible and to maintain the confidentiality of the Confidential Information in all other respects.

9. Remuneration

- 9.1 The remuneration is subject to the statutory value added tax applicable from time to time and is payable in the currency specified in the Individual Contract. Customs duties and other public charges levied due to Contract Items being provided across borders shall be borne by the customer.
- 9.2 The remuneration for the maintenance of the Standard Software shall be payable in advance. In all other respects, the remuneration is due upon the provision of the Contract Items. All support services as well as travel costs, travel time and incidental expenses will be invoiced separately on a time-and-material basis.
- 9.3 If the customer is required by law to deduct withholding tax from payments to be made by the customer to Vector, and to the extent that Vector is not entitled to credit such withholding tax against Vector’s income tax due to an administrative or judicial decision based on an applicable double taxation convention (*Doppelbesteuerungsabkommen*) or the tax laws applicable to Vector, the customer shall be allowed to deduct the withholding tax from the payments to be made to Vector only to the extent that the customer, taking into account the withholding tax to be deducted, increases the remuneration due to Vector so that Vector receives the amount that Vector would have received if no withholding tax had to be deducted from the payments to be made to Vector.
- 9.4 If the customer deducts withholding tax pursuant to Section 9.3, the customer shall provide Vector with official tax certificates from the competent tax authorities evidencing the payment of withholding tax by the customer on behalf of Vector.

10. Set-Off, Rights of Retention

The customer shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed. In the event of defects in the Contract Items, counter claims of the customer with regard to these defects shall remain unaffected.

11. Liability of Vector

- 11.1 To the extent that norms, standards, and/or specifications (in particular AUTOSAR Specifications) which have not been developed by Vector, and/or Third-Party Software (collectively “**Third-Party Developments**”) are integrated or implemented in the Vector Software, Vector shall not be liable for any infringement of intellectual property rights resulting from the Third-Party Developments, unless Vector had knowledge of such infringements at the time of the Passing of the Risk.
- 11.2 To the extent that Vector's liability is not excluded, Vector's liability for damages and reimbursement of expenses, regardless of the legal basis, shall be limited as follows:
- 11.2.1 Vector shall only be liable for intentional or negligent breaches of a material contractual obligation (cardinal obligation). In such case, Vector's liability shall be limited to the amount of the foreseeable, typically occurring damage. Material contractual obligations are those whose fulfilment enables the proper execution of the contract and on whose observance a contractual partner may regularly rely.
- 11.2.2 Vector's maximum total liability arising from or in connection with these Terms and Conditions and/or the Individual Contracts shall, irrespective of the number of claims, Individual Contracts, obligations, liabilities and/or limitations of liability, be limited in the aggregate to the lesser of the two following amounts: (a) the total price actually paid by the customer to Vector for the provision of the Contract Items under the Individual Contract giving rise to the claim; or (b) EUR 100,000 (one hundred thousand euros).
- 11.2.3 The limitations of liability under Sections 11.2.1 and 11.2.2 shall not apply (a) to the extent that damages incurred by the customer are covered by Vector's business liability insurance and such business liability insurance has actually indemnified Vector against customer's corresponding claims for damages; (b) for damage to the customer arising from customer's injury to life or limb or customer's damage to health, which is caused by a negligent or intentional breach of duty by Vector or one of its legal representatives (*gesetzliche Vertreter*) or vicarious agents (*Erfüllungsgehilfen*); (c) for other damage to the customer, which is caused by an intentional or grossly negligent breach of duty by Vector or one of its legal representatives (*gesetzliche Vertreter*) or vicarious agents (*Erfüllungsgehilfen*); (d) where Vector has given the customer a guarantee as to quality (*Beschaffenheitsgarantie*); and (e) for Vector's mandatory liability under mandatory product liability law such as the German Product Liability Act.
- 11.3 A change in the burden of proof to the detriment of the customer is not given with the regulations in Section 11.2.
- 11.4 In the internal relationship between the parties, customer acknowledges and agrees to bear all damages and expenses incurred by third parties within the scope of product liability and/or manufacturer's liability, unless Vector is liable under Section 11.2, in which case the liability of the parties shall be allocated pro rata, subject to Vector's limitations of liability.
- 11.5 To the extent that Vector's liability is excluded or limited under Sections 11.1 and 11.2, this shall also apply for the benefit of Vector's legal representatives (*gesetzliche Vertreter*) and vicarious agents (*Erfüllungsgehilfen*).

12. Force Majeure

Each party shall be released from responsibility for non-performance of its respective contractual obligations to the extent that such non-performance is caused by Force Majeure. For the purposes of these Terms and Conditions, “**Force Majeure**” shall mean circumstances beyond the control of the party claiming the existence of Force Majeure, including, but not

limited to, epidemics, war, terrorism, natural disasters, shortage of components or raw materials. Each party undertakes to inform the other party immediately of the occurrence of Force Majeure. In this case, the dates and deadlines for the performance of the aforementioned obligations shall be adjusted by mutual agreement or, if mutual agreement cannot be reached, shall be automatically extended by a period equal to the duration of the Force Majeure event plus a reasonable period for the resumption of performance of these obligations.

13. Data Protection

- 13.1 In the course of performing the contract, the parties shall comply with all applicable data protection regulations, in particular, but not limited to, with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*). Details about data processing at Vector and the rights of data subjects can be found in its [Data Privacy Statement](#).
- 13.2 The parties will also impose data protection obligations on their employees and any subcontractors they may employ.

14. APPLICABLE LAW, EXCLUSION OF THE LAW ON STANDARD TERMS AND CONDITIONS OF BUSINESS, ARBITRATION

- 14.1 These Terms and Conditions (including, but not limited to Section 14.2) and all Individual Contracts shall be governed by the laws of the Federal Republic of Germany to the exclusion of its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG); **the application of Sections 305 to 310 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) is excluded**; standard terms and conditions of business shall only be subject to review in accordance with Section 242 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).
- 14.2 All disputes arising out of or in connection with these Terms and Conditions and/or the Individual Contracts shall be **finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC)** by three arbitrators appointed in accordance with these Rules. Each party shall appoint one arbitrator and the third, who shall act as President of the arbitral tribunal, shall be appointed by the International Chamber of Commerce. The Expedited Procedure Provisions shall not apply. The President of the arbitral tribunal shall be a jurist qualified to hold the office of judge and, if the parties are domiciled in different countries, shall be of a different nationality from that of the parties. The arbitral award must be issued in writing and must state the reasons and the legal provisions on which it is based. **The place of arbitration shall be in Stuttgart, Germany. The arbitration shall be conducted in English** unless the parties agree on a different language.
- 14.3 Section 14.2 does not exclude the possibility that an ordinary court may, before or after the commencement of the arbitration proceedings, order at the request of a party a provisional or protective measure in respect of the subject matter of the arbitration proceedings.

15. Requirement of Writing, Severability Clause

- 15.1 Amendments or additions to these Terms and Conditions and/or Individual Contracts must be made in writing in order to be effective. The same applies in particular with regard to amendments and additions to this written form clause.
- 15.2 If individual provisions of these Terms and Conditions and/or an Individual Contract are legally invalid, the validity of the remaining provisions shall remain unaffected. In this case, the parties are obliged to replace an invalid provision with a valid provision that comes as close as possible

to the economic purpose of the invalid provision. The same applies in the case of unintended loopholes.